

**UNITED STATES DISTRICT COURT**  
**WESTERN DISTRICT OF NEW YORK**

**If you worked for L.A.R.E. Partners Network, Inc. d/b/a L.A.R.E. Partners f/k/a List Assist Real Estate, Inc., Real Agent Pro, LLC f/k/a L.A.R.E. Marketing LLC, L.A.R.E. Properties, LLC, List-Assist of Rochester, LLC and/or Isaiah Colton during any time since July 26, 2013, please read this notice.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- Former employees who worked for one or more of the defendants listed above sued, on behalf of themselves and other similarly situated employees (“plaintiffs”), defendants claiming that defendants improperly failed to pay overtime compensation to its inside sales employees and failed to provide all employees with proper wage notices as required by New York State Law.
- Defendants deny that plaintiffs’ claims have merit, and defendants will assert various defenses against those claims.
- The Court has allowed the lawsuit to proceed as a certified class action for two claims under New York State Law. One class consists of all employees who worked as inside sales employees for one or more of the defendants, including the titles Business Development Specialist, Business Development Coordinator, Client Fulfillment Specialist, Client Fulfillment Coordinator, and Insides Sales Associate at any time from July 26, 2013 to the present. The other class consists of all employees who worked for defendants any time from July 26, 2013 to the present who allege that they did not receive written wage notices upon hire as required by the New York Labor Law, or who allege that they did not receive annual written wage notices as required by the New York Labor Law during the period July 26, 2013 through February 27, 2015.
- The Court has not decided who is right and who is wrong. Your legal rights may be affected and you have a choice to make now.

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

<b>DO NOTHING</b>	<ul style="list-style-type: none"><li>• This allows you to keep the possibility of getting money or benefits that may come with a trial or settlement of the class action lawsuit.</li><li>• This gives up the right to sue defendants separately under the New York Labor Law. You will be legally bound by all the orders the Court issues and judgments the Court enters in this class action.</li><li>• If you remain in this lawsuit and the plaintiffs succeed in proving the claims against defendants, and if money or benefits are obtained from defendants, you will be notified about how to ask for a share.</li></ul>
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ASK TO BE EXCLUDED	<ul style="list-style-type: none"> <li>• This gives up the possibility of getting back wages, penalties and interest under the New York State Law that may come from a trial or settlement in this lawsuit.</li> <li>• This allows you to file your own individual action for claims under New York State Law.</li> </ul>
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Any questions? Read on.

## BASIC INFORMATION

### 1. Why did I get this notice?

Defendants' records show that you have worked as an employee for one or more of the defendants, at any time since July 26, 2013.

The Court has certified two classes in a class action lawsuit that may affect you. A trial may be necessary to decide whether the claims being made against defendants on your behalf have merit or whether the defenses to those claims have merit. The Honorable Elizabeth A. Wolford, a Judge in the United States District Court for the Western District of New York is overseeing this lawsuit. This lawsuit is known as *Umbrino, et al. v. L.A.R.E. Partners Network, Inc., et al.*

### 2. What is this lawsuit about?

This lawsuit is about whether defendants violated the New York Labor Law by failing to pay overtime to inside sales employees and failing to provide wages notices as required by New York State Law.

### 3. What is defendants' position?

Defendants deny that they improperly paid any current or former employees and that no current or former employees are entitled to any additional compensation or other relief. Defendants also deny that they failed to provide wage notices to any current or former employees as required by the New York Labor Law.

### 4. What is a class action and who is involved?

In a class action lawsuit, one or more people called the "Class Representatives" sue on behalf of other people who have similar claims. In this case, the Class Representatives are Vicki Umbrino and Richard Zoller. For these claims under New York State Law, people are automatically included in the case – except for those people who choose to exclude themselves.

### 5. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal courts.

## THE CLAIMS IN THE LAWSUIT

### 6. Has the Court decided who is right?

The Court decided that employees who worked for one or more of the defendants as Business Development Specialists, Business Development Coordinators, Client Fulfillment Specialists, Client Fulfillment Coordinators, and Inside Sales Associates are not exempt from receiving overtime if they worked more than 40 hours in any workweek. Further proceedings will be necessary to determine the amount employees are owed for overtime, if any, and which defendants are liable. The Court has not decided whether one or more of the defendants failed to provide proper written wage notices under the New York Labor Law.

### 7. What are plaintiffs asking for?

Plaintiffs seek to recover from defendants unpaid wages and penalties for failure to comply with the overtime and wage notice provisions under New York State Law. Plaintiffs also seek to stop defendants from continuing these practices, as well as the recovery of costs, interest, attorneys' fees and other monetary relief available under the law.

### 8. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether defendants did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained. If they are and you do not exclude yourself, you will be notified how to ask for a share.

## WHO IS IN THE CLASS

### 9. Am I part of this class action?

The judge certified two classes. One class consists of all employees who worked as inside sales employees for one or more of the defendants, including the titles Business Development Specialist, Business Development Coordinator, Client Fulfillment Specialist, Client Fulfillment Coordinator, and Inside Sales Associate at any time from July 26, 2013 to the present. The other class consists of all employees who worked for defendants any time from July 26, 2013 to the present who allege that they did not receive written wage notices upon hire as required by the New York Labor Law, or who allege that they did not receive annual written wage notices as required by the New York Labor Law during the period July 26, 2013 through February 27, 2015.

**10. I am still not sure if I am included?**

If you are not sure whether you are included, you can contact Plaintiffs' Counsel:

Michael J. Lingle, Esq.  
Adam T. Sanderson, Esq.  
**THOMAS & SOLOMON LLP**  
693 East Avenue  
Rochester, NY 14607  
**Toll free phone:** (877) 272-4066 **Fax:** (585) 272-0574  
**E-mail:** contactus@theemploymentattorneys.com

**YOUR RIGHTS AND OPTIONS**

**11. How do I remain in this class action lawsuit?**

If you do nothing, you will stay in both Classes.

**12. How do I ask to be excluded from this class action lawsuit?**

If you choose to be excluded from either Class, you have to submit a written notice of your intent to exclude yourself to:

The LARE Class Action Lawsuit  
**THOMAS & SOLOMON LLP**  
693 East Avenue  
Rochester, NY 14607

**This form must be postmarked by no later than [insert date 30 days from mailing].** By marking this election to be excluded:

- (a) You will not be bound by any judgment entered for or against the defendants and, if there is any settlement, you will not share in any recovery to be paid to the Class from which you asked to be excluded;
- (b) You may present any claim you may have against defendants by filing your own lawsuit.

The Notice of Exclusion must clearly state: (a) name and address of the person that wishes to be excluded; (b) that the person wishes to be excluded from one Class (indicating which one) or both Classes; (c) description of the person's employment with defendants, including position(s) and time and place of employment and (d) the identity of a person who, if necessary, may be contacted in connection with the Notice of Exclusion and such person's telephone number.

**IN ORDER TO BE EXCLUDED FROM THE CLASSES, YOU MUST TIMELY REQUEST EXCLUSION IN THE MANNER SET FORTH ABOVE, EVEN IF YOU HAVE FILED OR HEREAFTER FILE YOUR OWN LAWSUIT AGAINST DEFENDANTS BASED ON CLAIMS THAT ARISE OUT OF THE CONDUCT AT ISSUE IN THIS LITIGATION.**

**13. Can defendants fire me or take other action against me because I am part of this case?**

No. The law prohibits defendants from retaliating against any individual for being part of this lawsuit. Therefore, defendants are prohibited from firing you or retaliating against you in any other manner because you choose to participate in this lawsuit.

**YOUR LEGAL REPRESENTATION**

**14. Do I have a lawyer in this case?**

The law firm of Thomas & Solomon LLP is the counsel representing you and all Class Members and has been designated as “Class Counsel” in this lawsuit. They are experienced in handling similar cases against other employers. More information about the law firm, its practices, and its lawyers’ experience is available at [www.theemploymentattorneys.com](http://www.theemploymentattorneys.com).

Unless you choose another lawyer (see below), these attorneys will represent you in the action.

**15. Should I get my own lawyer?**

You do not need to hire your own lawyer because Thomas & Solomon LLP will be working on your behalf. It is your decision whether to hire your own lawyer.

**16. How will the lawyers be paid?**

If the attorneys get money or benefits for the employees, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. If the Court grants the lawyers’ request, the fees and expenses would be either deducted from any money obtained for the class action or paid separately by defendants.

If the plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

**THE TRIAL**

**17. How and when will the Court decide who is right?**

If the lawsuit is not resolved by a settlement or by the Court before trial, the plaintiffs will have to prove their claims at a trial. The trial would take place in Rochester, NY. During the trial, a jury will hear evidence, including the testimony of witnesses, to help them reach a decision about whether the plaintiffs are right about the claims in the lawsuit. There is no guarantee that the plaintiffs will prevail, or that they will be awarded any damages.

**18. Do I have to come to trial?**

You are not required to attend the trial unless one of the parties asks you to be a witness at the trial. If plaintiffs’ counsel or defendants’ counsel believes that your testimony may be helpful to establishing important facts in the litigation, plaintiffs’ counsel will contact you before the trial to provide more information regarding your participation in the trial.

## GETTING MORE INFORMATION

### 19. Are there more details available?

Yes. If you have any questions or require additional information, please contact plaintiffs' counsel, Thomas & Solomon LLP, at the phone number or address listed in Paragraph 10.